

Village Comparison Document

Retirement Villages Act 1999 (Section 74)

This form is effective from 1 July 2023

ABN: 86 504 771 740



Name of village: Rotary Retirement Community

Important information for the prospective resident

- The Village Comparison Document gives general information about the retirement village accommodation, facilities and services, including the general costs of moving into, living in and leaving the retirement village. This makes it easier for you to compare retirement villages.
- The *Retirement Villages Act 1999* requires a retirement village scheme operator to:
 - provide a copy of the Village Comparison Document to a prospective resident of the retirement village within seven days of receiving a request
 - include a copy of the Village Comparison Document with any promotional material given to a person, other than through a general distribution (e.g. mail-out)
 - publish the Village Comparison Document on the village's website so that the document, or a link to it appears prominently on each page of the website that contains, or has a link to, marketing material for the village
- You can access a copy of this Village Comparison Document on the village website at <http://www.sundale.org.au/services/retirement-communities>
- All amounts in this document are GST-inclusive, unless stated otherwise where that is permitted by law.

Notice for prospective residents

Before you decide whether to live in a retirement village, you should:

- Seek independent legal advice about the retirement village contract – there are different types of contracts and they can be complex
- Find out the financial commitments involved – in particular, you should understand and consider ingoing costs, ongoing fees and charges (which can increase) and how much it will cost you when you leave the village permanently
- Consider any impacts to any pensions, rate subsidies and rebates you currently receive
- Consider what questions to ask the village manager before signing a contract
- Consider whether retirement village living provides the lifestyle that is right for you. Moving into a retirement village is very different to moving into a new house. It involves buying into a village with communal facilities where usually some of the costs of this lifestyle are deferred until you leave the village. These deferred costs when you leave your unit may be significant.
- Seek further information and advice to help with making a decision that is right for you. Some useful contacts are listed at the end of this document, including:

- Queensland Retirement Village and Park Advice Service (QRVPAS) which provides free information and legal assistance for residents and prospective residents of retirement village. See www.caxton.org.au or phone 07 3214 6333.
- The Queensland Law Society which can provide a list of lawyers who practice retirement village law. See www.qls.com.au or phone: 1300 367 757.

More information

- If you decide to move into a retirement village, the operator will provide you with a Prospective Costs Document for your selected unit, a residence contract and other legal documents.
- By law, you must have a copy of the Village Comparison Document, the Prospective Costs Document, the village by-laws, your residence contract and all attachments to your residence contract for at least 21 days before you and the operator enter into the residence contract. This is to give you time to read these documents carefully and seek professional advice about your legal and financial interests. You have the right to waive the 21-day period if you get legal advice from a Queensland lawyer about your contract.

The information in this Village Comparison Document is correct as at **01/07/2023 and applies to prospective residents.**

Some of the information in this document may not apply to existing residence contracts.

Part 1 – Operator and management details

1.1 Retirement village location	Retirement Village Name Rotary Retirement Community 98 Windsor Road BURNSIDE State: QLD Post Code: 4560
1.2 Owner of the land on which the retirement village scheme is located	Sundale Ltd Street Address: 96 Windsor Rd Suburb: BURNSIDE State: QLD Post Code: 4560 Australian Company Number (ACN) 164 270 946
1.3 Village operator	Sundale Ltd Australian Company Number (ACN) 164 270 946 Street Address: 96 Windsor Rd Suburb: BURNSIDE State: QLD Post Code: 4560 Date entity became operator: 1983
1.4 Village management and onsite availability	Sundale Ltd Australian Company Number (ACN) 164 270 946 Phone 07 5453 8333 M: 0448 560 331 Email: info@sundale.org.au Manager (or representative) is available to residents:

	<p>Weekdays 8.00 am – 4.00 pm</p> <p>Other phone 1800 786 325</p>
<p>1.5 Approved closure plan or transition plan for the retirement village</p>	<p>Is there an approved transition plan for the village?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Is there an approved closure plan for the village?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>A written closure plan approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of Communities, Housing and Digital Economy is required if an operator is closing a retirement village scheme. This includes winding down or stopping to operate the village, even temporarily.</i></p>
<p>1.6 Statutory Charge over retirement village land.</p>	<p><i>Tenure in a leasehold or freehold scheme is secured by the registration of your interest on the certificate of title for the property. There is no statutory charge registered over leasehold schemes and freehold schemes.</i></p> <p><i>In relation to licence schemes, a statutory charge over the land is normally registered on the certificate of title by the chief executive of the department administering the Act. If there is no statutory charge registered on a licence scheme, which may be the case for some religious, charitable or community purpose organisations, you should check if the security of tenure offered meets your requirements.</i></p> <p>Is a statutory charge registered on the certificate of title for the retirement village land?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, provide details of the registered statutory charge</p> <p>Real property description</p> <p>Lot 1 on SP 264850, Title Reference 50913010 and Lot 888 on SP 264853, Title Reference 51007844</p> <ul style="list-style-type: none"> • Statutory charge under the <i>Retirement Villages Act 1999</i> 602390297

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Part 2 – Age limits

2.1 What age limits apply to residents in this village?	Applicants for residence at the community must generally be sixty-five (65) years of age or over. In the case of joint applicants at least one applicant must generally be sixty-five (65) years of age or over. The Scheme Operator may in its absolute discretion accept Applicants for residence in the community who are less than sixty-five (65) years of age.
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ACCOMMODATION, FACILITIES AND SERVICES

Part 3 – Accommodation units: Nature of ownership or tenure

3.1 Resident ownership or tenure of the units in the village is:	<input type="checkbox"/> Freehold (owner resident) <input type="checkbox"/> Lease (non-owner resident) <input checked="" type="checkbox"/> Licence (non-owner resident) <input type="checkbox"/> Share in company title entity (non-owner resident) <input type="checkbox"/> Unit in unit trust (non-owner resident) <input type="checkbox"/> Rental (non-owner resident) <input type="checkbox"/> Other <i>[specify]</i>
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Accommodation types

3.2 Number of units by accommodation type and tenure	There are units in the village, comprisingsingle story units; units in multi-story building with levels
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Accommodation unit	Freehold	Leasehold	Licence	Other <i>[name]</i>
Independent living units				
- One bedroom			23	
- Two bedroom			54	
- Three bedroom			3	
Total number of units			80	

Access and design

3.3 What disability access and design features do the units and the village contain?	<p><input checked="" type="checkbox"/> Level access from the street into and between all areas of the unit (i.e. no external or internal steps or stairs) in <input type="checkbox"/> all <input checked="" type="checkbox"/> some units</p> <p><input checked="" type="checkbox"/> Alternatively, a ramp, elevator or lift allows entry into <input type="checkbox"/> all <input checked="" type="checkbox"/> some units</p> <p><input checked="" type="checkbox"/> Step-free (hobless) shower in <input type="checkbox"/> all <input checked="" type="checkbox"/> some units</p> <p><input type="checkbox"/> Width of doorways allow for wheelchair access in <input type="checkbox"/> all <input type="checkbox"/> some units</p> <p><input type="checkbox"/> Toilet is accessible in a wheelchair in <input type="checkbox"/> all <input type="checkbox"/> some units</p> <p><input checked="" type="checkbox"/> Other key features in the units or village that cater for people with disability or assist residents to age in place</p> <p>Handrails and mobility implements can be installed with the approval of the Retirement Villages Manager.</p> <p><input type="checkbox"/> None</p>
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Part 4 – Parking for residents and visitors

4.1 What car parking in the village is available for residents?	<p><input checked="" type="checkbox"/> Some units with own garage or carport attached to the unit</p> <p><input checked="" type="checkbox"/> General car parking for residents in the village</p> <p>Restrictions on resident's car parking include:</p> <p>Units, 29, 35, 44, 51, 52, 54, 57, 60, 61, 62</p> <p>These units have a driveway to the unit but no carport or garage as this has been converted into another room. There is still space to park a car but it is not covered.</p>
4.2 Is parking in the village available for visitors? If yes, parking restrictions include	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>There are car park spaces available in designated areas throughout the village</p>

Part 5 – Planning and development

5.1 Is construction or development of the village complete?	Year village construction started 1983
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	<input checked="" type="checkbox"/> Bowling green [indoor/outdoor] <input type="checkbox"/> Business centre (e.g. computers, printers, internet access) <input type="checkbox"/> Chapel / prayer room <input type="checkbox"/> Communal laundries <input checked="" type="checkbox"/> Community room or centre <input type="checkbox"/> Dining room <input checked="" type="checkbox"/> Gardens <input type="checkbox"/> Gym <input checked="" type="checkbox"/> Hairdressing or beauty room <input checked="" type="checkbox"/> Library	<input type="checkbox"/> Separate lounge in community centre <input type="checkbox"/> Spa [indoor / outdoor] [heated / not heated] <input type="checkbox"/> Storage area for boats / caravans <input type="checkbox"/> Tennis court [full/half] <input checked="" type="checkbox"/> Village bus or transport <input type="checkbox"/> Workshop <input checked="" type="checkbox"/> Other [specify] <ul style="list-style-type: none"> • Croquet field • Men's shed • Podiatrist • Massage therapist
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Details about any facility that is not funded from the General Services Charge paid by residents or if there are any restrictions on access or sharing of facilities (e.g. with an aged care facility).

6.2 Does the village have an onsite, attached, adjacent or co-located residential aged care facility?

Yes No

Name of residential aged care facility and name of the approved provider

Rod Voller Care Centre, Sundale Ltd

Note: Aged care facilities are not covered by the *Retirement Villages Act 1999 (Qld)*. The retirement village operator cannot keep places free or guarantee places in aged care for residents of the retirement village. To enter a residential aged care facility, you must be assessed as eligible by an Aged Care Assessment Team (ACAT) in accordance with the *Aged Care Act 1997 (Cwth)*. Exit fees may apply when you move from your retirement village unit to other accommodation and may involve entering a new contract.

Part 7 – Services

7.1 What services are provided to all village residents (funded from the General Services Charge fund paid by residents)?

- all rates, taxes (including Land tax and GST) and charges of any public, municipal, government or semi government body, authority or department levied, assessed or charged in respect to the Community or the land used for the purposes of the Community;
- all insurance premiums or excesses payable by us in respect to the Community and the buildings in the Community together with their fittings and fixtures and in respect to public liability, workers compensation, professional indemnity insurance and such other risks as we deem necessary or desirable;
- the cost of all services supplied to the communal buildings and grounds including all charges for electricity, gas, power, fuel, water, telephone, swimming pool maintenance, air conditioning, heating, sewerage and garbage services or other services furnished or supplied for the general purpose or benefit of the Community;
- the cost of all services and facilities provided by us for the general use and enjoyment of the residents and visitors to the Community including the cost of cleaning, servicing and maintaining the common property and all other services and facilities provided by us;
- all costs in relation to the day-to-day maintenance, upkeep and cleaning of the Community including the costs of common area gardening and landscaping;
- all reasonable management, control and security costs in connection with the Community including but not limited to, salaries, wages, superannuation, pension payments, workers compensation insurance premiums, accountancy fees, legal fees and any interest paid on any overdraft related to the operation of the Community;
- the costs of any auditor engaged for the purposes of the Act or otherwise;
- all costs in relation to us complying with the requirements of any government or statutory authority concerning the operation and management of the Community;
- the costs of maintaining, monitoring and responding to the residents emergency alarm system;

	<ul style="list-style-type: none"> • all costs of or incidental to us having to resolve disputes.
7.2 Are optional personal services provided or made available to residents on a user-pays basis?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <ul style="list-style-type: none"> • Personal & Domestic assistance
7.3 Does the retirement village operator provide government funded home care services under the <i>Aged Care Act 1997 (Cwth)</i>?	<input checked="" type="checkbox"/> Yes, the operator is an Approved Provider of home care under the <i>Aged Care Act 1997</i> (Registered Accredited Care Supplier – RACS ID number 18411)

Note: Some residents may be eligible to receive a Home Care Package, or a Commonwealth Home Support Program subsidised by the Commonwealth Government if assessed as eligible by an aged care assessment team (ACAT) under the *Aged Care Act 1997 (Cwth)*. These home care services are not covered by the *Retirement Villages Act 1999 (Qld)*.

Residents can choose their own approved Home Care Provider and are not obliged to use the retirement village provider if one is offered.

Part 8 – Security and emergency systems

8.1 Does the village have a security system? If yes: <ul style="list-style-type: none"> • the security system details are: • the security system is monitored between: 	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Security regularly patrol the site between the hours of 2100 and 0500 7 days per week
8.2 Does the village have an emergency help system? If yes or optional: <ul style="list-style-type: none"> • the emergency help system details are: • the emergency help system is monitored between: 	<input checked="" type="checkbox"/> Yes - all residents <input type="checkbox"/> Optional <input type="checkbox"/> No All residents receive a waterproof nurse call pendant. Residents are encouraged to have the pendant within reach at all times. The pendant is connected to the Nurse Call system at the co-located aged care centre. 24 hours per day & seven days per week.
8.3 Does the village have equipment that provides for the safety or medical emergency of residents?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Fire equipment First Aid Kit

If yes, list or provide details e.g. first aid kit, defibrillator

COSTS AND FINANCIAL MANAGEMENT

Part 9 – Ingoing contribution - entry costs to live in the village

An ingoing contribution is the amount a prospective resident must pay under a residence contract to secure a right to reside in the retirement village. The ingoing contribution is also referred to as the sale price or purchase price. It does not include ongoing charges such as rent or other recurring fees.

9.1 What is the estimated ingoing contribution (sale price) range for all types of units in the village	Accommodation Unit	Range of ingoing contribution
	Independent living units	
	- One bedroom	\$ 295,000 to \$350,000
	- Two bedrooms	\$ 375,000 to \$450,000
	- Three bedrooms	\$ 450,000 to \$525,000
Full range of ingoing contributions for all unit types	\$ 250,000 to \$525,000	

9.2 Are there different financial options available for paying the ingoing contribution and exit fee or other fees and charges under a residence contract?

Yes No

9.3 What other entry costs do residents need to pay?

- Transfer or stamp duty
- Costs related to your residence contract
- Costs related to any other contract e.g.
- Advance payment of General Services Charge
- Other costs

Part 10 – Ongoing Costs - costs while living in the retirement village

General Services Charge: Residents pay this charge for the general services supplied or made available to residents in the village, which may include management and administration, gardening and general maintenance and other services or facilities for recreation and entertainment described at 7.1.

Maintenance Reserve Fund contribution: Residents pay this charge for maintaining and repairing (but not replacing) the village’s capital items e.g. communal facilities, swimming pool. This fund may or may not cover maintaining or repairing items in your unit, depending on the terms of your residence contract.

The budgets for the General Services Charges Fund and the Maintenance Reserve Fund are set each financial year and these amounts can increase each year. The amount to be held in the Maintenance Reserve Fund is determined by the operator using a quantity surveyor’s report.

Note: The following ongoing costs are all stated as weekly amounts to help you compare the costs of different villages. However, the billing period for these amounts may not be weekly.

10.1 Current weekly rates of General Services Charge and Maintenance Reserve Fund contribution

Type of Unit	General Services Charge (weekly)	Maintenance Reserve Fund contribution (weekly)
All units pay a flat rate	\$81.82 (NB: GSC includes the EOY surplus/deficit balance)	\$23.10 (NB: MRF includes the EOY surplus/deficit balance)

Last three years of General Services Charge and Maintenance Reserve Fund contribution

Financial year	General Services Charge (range) (weekly)	Overall % change from previous year	Maintenance Reserve Fund contribution (range) (weekly)	Overall % change from previous year (+ or -)
2020/21	\$73.36 (NB: GSC includes the EOY surplus/deficit balance)	11.5%	\$19.25 (NB: MRF includes the EOY surplus/deficit balance)	(6.1%)
2021/22	\$91.00 (NB: GSC includes the EOY surplus/deficit balance)	24.0%	\$9.59 (NB: MRF includes the EOY surplus/deficit balance)	(50.2%)
2022/23	\$90.44 (NB: GSC includes the EOY surplus/deficit balance)	(0.06%)	\$21.98 (NB: MRF includes the EOY surplus/deficit balance)	58.19%

<p>10.2 What costs relating to the units are not covered by the General Services Charge? (residents will need to pay these costs separately)</p>	<p><input checked="" type="checkbox"/> Contents insurance</p> <p><input type="checkbox"/> Home insurance (freehold units only)</p> <p><input checked="" type="checkbox"/> Electricity</p> <p><input checked="" type="checkbox"/> Gas</p>	<p><input type="checkbox"/> Water</p> <p><input checked="" type="checkbox"/> Telephone</p> <p><input checked="" type="checkbox"/> Internet</p> <p><input checked="" type="checkbox"/> Pay TV</p> <p><input type="checkbox"/> Other</p>
<p>10.3 What other ongoing or occasional costs for repair, maintenance and replacement of items in, on or attached to the units are residents responsible for and pay for while residing in the unit?</p>	<p><input checked="" type="checkbox"/> Unit fixtures</p> <p><input checked="" type="checkbox"/> Unit fittings</p> <p><input checked="" type="checkbox"/> Unit appliances</p> <p><input type="checkbox"/> None</p> <p>Additional information</p> <p>Only appliances, fixtures and fittings owned by the resident(s)</p>	
<p>10.4 Does the operator offer a maintenance service or help residents arrange repairs and maintenance for their unit? If yes: provide details, including any charges for this service.</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Maintenance is available Monday to Friday 0700 – 1500hrs</p> <p>There is an on-call maintenance service available after hours and on weekends for any emergencies.</p>	

Part 11 – Exit fees – when you leave the village

A resident may have to pay an exit fee to the operator when they leave their unit or when the right to reside in their unit is sold. This is also referred to as a 'deferred management fee' (DMF).

11.1 Do residents pay an exit fee when they permanently leave their unit?

If yes: list all exit fee options that may apply to new contracts

- Yes – all residents pay an exit fee calculated using the same formula
- No exit fee
- Other

Time period from date of occupation of unit to the date the resident ceases to reside in the unit

Exit fee calculation based on

1 year

9% of your ingoing contribution

2 years

16% of your ingoing contribution

3 years

21% of your ingoing contribution

4 years

24% of your ingoing contribution

5 years

27% of your ingoing contribution

6 years or more

30% of your ingoing contribution

Note: if the period of occupation is not a whole number of years, the exit fee will be worked out on a daily basis.

The maximum (or capped) exit fee is 30% of the ingoing contribution after 6 years of residence.

The minimum exit fee is 9% of your ingoing contribution

11.2 What other exit costs do residents need to pay or contribute to?

- Sale costs for the unit
- Legal costs
- Other costs
- Costs associated with removal and storage of contents, if applicable

	<ul style="list-style-type: none"> • Reinstatement Costs as defined in Residence Agreement, if applicable • Any interest owed on overdue monies, if applicable • All other monies owing to the operator under the Residence Agreement or Act. • If the unit is not sold within 6 months, you can engage a real estate agent at your expense.
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Part 12 – Reinstatement and renovation of the unit

<p>12.1 Is the resident responsible for reinstatement of the unit when they leave the unit?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>Reinstatement work means replacements or repairs that are reasonably necessary to return the unit to the same condition it was in when the resident started occupation, apart from:</i></p> <ul style="list-style-type: none"> • <i>fair wear and tear; and</i> • <i>renovations and other changes to the condition of the unit carried out with agreement of the resident and operator.</i> <p><i>Fair wear and tear includes a reasonable amount of wear and tear associated with the use of items commonly used in a retirement village. However, a resident is responsible for the cost of replacing a capital item of the retirement village if the resident deliberately damages the item or causes accelerated wear.</i></p> <p>Entry and exit inspections and reports are undertaken by the operator and resident to assess the condition of the unit.</p>
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<p>12.2 Is the resident responsible for renovation of the unit when they leave the unit?</p>	<p><input checked="" type="checkbox"/> No</p> <p><i>Renovation means replacements or repairs other than reinstatement work.</i></p> <p>By law, the operator is responsible for the cost of any renovation work on a former resident’s unit, unless the residence contract provides for the resident to share in the capital gain on the sale of the resident’s interest in the unit. Renovation costs are shared between the former resident and operator in the same proportion as any capital gain is to be shared under the residence contract.</p>
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Part 13– Capital gain or losses

13.1 When the resident’s interest or right to reside in the unit is sold, does the resident share in the capital *gain* or capital *loss* on the resale of their unit?

No

Part 14 – Exit entitlement or buyback of freehold units

An exit entitlement is the amount the operator may be required to pay the former resident under a residence contract after the right to reside is terminated and the former resident has left the unit.

14.1 How is the exit entitlement which the operator will pay the resident worked out?

Ingoing Contribution paid by you:

LESS The Exit Fee calculated as set out at Clause 11.1

LESS Any outstanding Personal or General Service Charges

LESS Any outstanding Maintenance Reserve Fund contributions

LESS Any costs of reinstatement of the unit payable by you under the Act or the Residence Agreement

LESS Any costs associated with the removal and storage of your contents

LESS Any Reinstatement Costs as defined in the Residence Agreement

LESS Your share of any costs we incur in the resale of the Unit as determined by the Residence Agreement and the Act

LESS Any interest owed on overdue monies

LESS Any other monies owing to us under the Residence Agreement or the Act.

14.2 When is the exit entitlement payable?

By law, the operator must pay the exit entitlement to a former resident on or before the **earliest** of the following days:

- 14 days after the settlement of the sale of the right to reside in the unit to the next resident or the operator
- 18 months after the termination date of the resident’s right to reside under the residence contract, even if the unit has not been resold, unless the operator has been granted an extension for payment by the Queensland Civil and Administrative Tribunal (QCAT).

In addition, an operator is entitled to see probate or letters of administration before paying the exit entitlement of a former resident who has died.

14.3 What is the turnover of units for sale in the village?

7 accommodation units were vacant as at the end of the last financial year

10 accommodation units were resold during the last financial year

5 months was the average length of time to sell a unit over the last three financial years

Part 15 – Financial management of the village

15.1 What is the financial status for the funds that the operator is required to maintain under the Retirement Villages Act 1999?	General Services Charges Fund for the last 3 years			
	Financial Year	Deficit/Surplus	Balance	Change from previous year
	2019/20	\$53,321	\$43,360	361.9%
	2020/21	\$(6,363)	\$(14,669)	(133.6%)
	2021/22	\$42,181	\$46,170	414.7%
	Balance of General Services Charges Fund for last financial year OR last quarter if no full financial year available			\$46,170
	Balance of Maintenance Reserve Fund for last financial year OR last quarter if no full financial year available			\$150,824
	Balance of Capital Replacement Fund for the last financial year OR last quarter if no full financial year available Percentage of a resident ingoing contribution applied to the Capital Replacement Fund The operator pays a percentage of a resident’s ingoing contribution, as determined by a quantity surveyor’s report, to the Capital Replacement Fund. This fund is used for replacing the village’s capital items.			\$195,965 0% (Total contributions to the CR Fund by the Operator for 2021/22: \$55,000)
OR <input type="checkbox"/> the village is not yet operating.				

Part 16 – Insurance

The village operator must take out general insurance, to full replacement value, for the retirement village, including for:

- communal facilities; and
- the accommodation units, other than accommodation units owned by residents.

Residents contribute towards the cost of this insurance as part of the General Services Charge.

16.1 Is the resident responsible for arranging any insurance cover?

If yes, the resident is responsible for these insurance policies:

Yes No

If yes, the resident is responsible for these insurance policies:

Contents of the unit belonging to the resident

Part 17 – Living in the village

Trial or settling in period in the village

17.1 Does the village offer prospective residents a trial period or a settling in period in the village?

Yes No

Pets

17.2 Are residents allowed to keep pets?

If yes: specify any restrictions or conditions on pet ownership

Yes No

By application and approval by the Retirement Village Manager prior to entry.

Visitors

17.3 Are there restrictions on visitors staying with residents or visiting?

If yes: specify any restrictions or conditions on visitors (e.g. length of stay, arrange with manager)

Yes No

Residents of the village are asked to notify Management for any extended length of stay over a 4-week period and this will be at the Manager's discretion

Village by-laws and village rules

17.4 Does the village have village by-laws?

Yes No

By law, residents may, by special resolution at a residents meeting and with the agreement of the operator, make, change or revoke by-laws for the village.

	<i>Note: See notice at end of document regarding inspection of village by-laws</i>
17.5 Does the operator have other rules for the village.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes: Handbook with Village Guidelines regarding living in the village is given to each resident & available upon request.
Resident input	
17.6 Does the village have a residents committee established under the <i>Retirement Villages Act 1999</i>?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>By law, residents are entitled to elect and form a residents committee to deal with the operator on behalf of residents about the day-to-day running of the village and any complaints or proposals raised by residents.</i> <i>You may like to ask the village manager about an opportunity to talk with members of the resident committee about living in this village.</i>
Part 18 – Accreditation	
18.1 Is the village voluntarily accredited through an industry-based accreditation scheme?	<input checked="" type="checkbox"/> No, village is not accredited <input type="checkbox"/> Yes, village is voluntarily accredited through:
Note: Retirement village accreditation schemes are industry-based schemes. The <i>Retirement Villages Act 1999</i> does not establish an accreditation scheme or standards for retirement villages.	
Part 19 – Waiting list	
19.1 Does the village maintain a waiting list for entry?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> No fee

Access to documents

The following operational documents are held by the retirement village scheme operator and a prospective resident or resident may make a written request to the operator to inspect or take a copy of these documents free of charge. The operator must comply with the request by the date stated by the prospective resident or resident (which must be at least seven days after the request is given).

- Certificate of registration for the retirement village scheme
- Certificate of title or current title search for the retirement village land
- Village site plan
- Plans showing the location, floor plan or dimensions of accommodation units in the village
- Plans of any units or facilities under construction
- Development or planning approvals for any further development of the village
- An approved redevelopment plan for the village under the *Retirement Villages Act*
- An approved transition plan for the village
- An approved closure plan for the village
- The annual financial statements and report presented to the previous annual meeting of the retirement village
- Statements of the balance of the capital replacement fund, or maintenance reserve fund or general services charges fund (or income and expenditure for general services) at the end of the previous three financial years of the retirement village
- Statements of the balance of any Body Corporate administrative fund or sinking fund at the end of the previous three years of the retirement village
- Examples of contracts that residents may have to enter into
- Village dispute resolution process
- Village by-laws
- Village insurance policies and certificates of currency
- A current public information document (PID) continued in effect under section 237I of the Act (this applies to existing residence contracts)

An example request form containing all the necessary information you must include in your request is available on the Department of Communities, Housing and Digital Economy website.

Further Information

If you would like more information, contact the Department of Communities, Housing and Digital Economy on 13 QGOV (13 74 68) or visit our website at www.chde.qld.gov.au

General Information

General information and fact sheets on retirement villages: www.qld.gov.au/retirementvillages
For more information on retirement villages and other seniors living options:
www.qld.gov.au/seniorsliving

Regulatory Services, Department of Communities, Housing and Digital Economy

Regulatory Services administers the *Retirement Villages Act 1999*. This includes investigating complaints and alleged breaches of the Act.

Department of Communities, Housing and Digital Economy

GPO Box 690, Brisbane, QLD 4001

Phone: 07 3013 2666

Email: regulatoryservices@chde.qld.gov.au

Website: www.chde.qld.gov.au/regulatoryservices

Queensland Retirement Village and Park Advice Service (QRVPAS)

Specialist service providing free information and legal assistance for residents and prospective residents of retirement villages and manufactured home parks in Queensland.

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

Email: caxton@caxton.org.au

Website: caxton.org.au

Department of Human Services (Australian Government)

Information on planning for retirement and how moving into a retirement village can affect your pension

Phone: 132 300

Website: www.humanservices.gov.au/individuals/subjects/age-pension-and-planning-your-retirement

Seniors Legal and Support Service

These centres provide free legal and support services for seniors concerned about elder abuse, mistreatment or financial exploitation.

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

Email: caxton@caxton.org.au

Website: caxton.org.au

Queensland Law Society

Find a solicitor

Law Society House

179 Ann Street, Brisbane, QLD 4000

Phone: 1300 367 757

Email: info@qls.com.au

Website: www.qls.com.au

Queensland Civil and Administrative Tribunal (QCAT)

This independent decision-making body helps resolve disputes and reviews administrative decisions.

GPO Box 1639, Brisbane, QLD 4001

Phone: 1300 753 228

Email: enquiries@qcat.qld.gov.au

Website: www.qcat.qld.gov.au

Department of Justice and Attorney-General

Dispute Resolution Centres provide a free, confidential and impartial mediation service to the community.

Phone: 07 3006 2518

Toll free: 1800 017 288

Website: www.justice.qld.gov.au

Livable Housing Australia (LHA)

The Livable Housing Guidelines and standards have been developed by industry and the community to provide assurance that a home is easier to access, navigate and live in, as well as more cost effective to adapt when life's circumstances change.

Website: www.livablehousingaustralia.org.au/